



**COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY CIVIL  
Docket Report**

**2384CV02678 Mark Mcdevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, And Fred Cucinatta, As  
Trustees Of Quincy West Condominium Trust et al vs. Hp Inc. et al**

<b>CASE TYPE:</b> Torts <b>ACTION CODE:</b> B05 <b>DESCRIPTION:</b> Products Liability <b>CASE DISPOSITION DATE:</b> 02/15/2024 <b>CASE DISPOSITION:</b> Transferred to another Court <b>CASE JUDGE:</b>	<b>FILE DATE:</b> 11/22/2023 <b>CASE TRACK:</b> A - Average  <b>CASE STATUS:</b> Closed <b>STATUS DATE:</b> 02/15/2024 <b>CASE SESSION:</b> Civil F
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**PARTIES**

**Plaintiff**

Doherty, William  
 64 Willard Street  
 Unit 309  
 Quincy, MA 02169

**Attorney**

**631110**

John A Donovan  
 Sloane And Walsh LLP  
 Sloane And Walsh LLP  
 One Boston Place  
 201 Washington Street Suite 1600  
 Boston, MA 02108  
 Work Phone (617) 523-6010  
 Added Date: 11/22/2023

**Attorney**

**557964**

Anthony J Antonellis  
 Sloane and Walsh, LLP  
 Sloane and Walsh, LLP  
 One Boston Place  
 201 Washington Street Suite 1600  
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 Work Phone (617) 523-6010  
 Added Date: 11/22/2023

**Attorney**

**669990**

Matthew D Rush  
 Sloane And Walsh, LLP  
 Sloane And Walsh, LLP  
 One Boston Place  
 201 Washington Street Suite 1600  
 Boston, MA 02108  
 Work Phone (617) 523-6010  
 Added Date: 11/22/2023



COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY CIVIL  
Docket Report

<b>Plaintiff</b> Mark Mcdevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, And Fred Cucinatta, As Trustees Of Quincy West Condominium Trust 64 Willard Street Quincy, MA 02169	<b>Attorney</b> <b>631110</b> John A Donovan Sloane And Walsh LLP Sloane And Walsh LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023  <b>Attorney</b> <b>557964</b> Anthony J Antonellis Sloane and Walsh, LLP Sloane and Walsh, LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023  <b>Attorney</b> <b>669990</b> Matthew D Rush Sloane And Walsh, LLP Sloane And Walsh, LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023
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CRTR2709-CR



**COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY CIVIL  
Docket Report**

<b>Plaintiff</b>	<b>Attorney</b>	<b>631110</b>
Richard J. Buccheri, As Trustee Of 29 Sunset Point Realty Trust 60 Harrison Street Duxbury, MA 02332	John A Donovan Sloane And Walsh LLP Sloane And Walsh LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023	
	<b>Attorney</b>	<b>557964</b>
	Anthony J Antonellis Sloane and Walsh, LLP Sloane and Walsh, LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023	
	<b>Attorney</b>	<b>669990</b>
	Matthew D Rush Sloane And Walsh, LLP Sloane And Walsh, LLP One Boston Place 201 Washington Street Suite 1600 Boston, MA 02108 Work Phone (617) 523-6010 Added Date: 11/22/2023	
<b>Defendant</b>		
Hewlett-Packard Development Company, L.p. D/B/A Hp Development Company, L.p. 10300 Energy Drive Spring, TX 77389		
<b>Defendant</b>		
Hp Inc. 1501 Page Mill Road Palo Alto, CA 94304	<b>Attorney</b>	<b>552588</b>
	Christopher Gerard Betke Coughlin Betke LLP Coughlin Betke LLP 175 Federal St Boston, MA 02110 Work Phone (617) 988-8050 Added Date: 02/15/2024	
	<b>Attorney</b>	<b>685704</b>
	Kristen Leigh Ruotolo Coughlin Betke Coughlin Betke 175 Federal St Ste 1450 Boston, MA 02110 Work Phone (617) 988-8050 Added Date: 02/12/2024	



## SUFFOLK COUNTY CIVIL

## Docket Report

## INFORMATIONAL DOCKET ENTRIES

Date	Ref	Description	Judge
11/22/2023	1	Complaint electronically filed.	
11/22/2023	2	Civil action cover sheet filed.	
11/22/2023		Case assigned to: DCM Track A - Average was added on 11/22/2023	
11/22/2023		EDocument sent: A Tracking Order was generated and sent to: Plaintiff, Attorney: John A Donovan, III, Esq. jdonovan@sloanewalsh.com Plaintiff, Attorney: Anthony J Antonellis, Esq. aantonellis@sloanewalsh.com Plaintiff, Attorney: Matthew D Rush, Esq. mrush@sloanewalsh.com	
12/15/2023	3	Amended: First amended complaint filed by Mark Mcdevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, And Fred Cucinatta, As Trustees Of Quincy West Condominium Trust, William Doherty, Richard J. Buccheri, As Trustee Of 29 Sunset Point Realty Trust	
12/15/2023		Docket Note: Two summons sent via mail	
02/07/2024	4	Service Returned Hp Inc. Defendant Service through person in charge / agent 01/19/2024  Applies To: Hp Inc. (Defendant)	
02/12/2024	5	Defendant Hp Inc.'s Notice of Removal (US Dist.# 24cv10300)	
02/12/2024		Attorney appearance On this date Kristen Leigh Ruotolo, Esq. added for Defendant Hp Inc.	
02/15/2024		Attorney appearance On this date Christopher Gerard Betke, Esq. added for Defendant Hp Inc.	
02/15/2024		Case transferred to another court.	
02/15/2024		REMOVED to the U.S. District Court of Massachusetts	

I HEREBY ATTEST AND CERTIFY ON  
Feb. 15, 2024, THAT THE  
 FOREGOING DOCUMENT IS A FULL,  
 TRUE AND CORRECT COPY OF THE  
 ORIGINAL ON FILE IN MY OFFICE,  
 AND IN MY LEGAL CUSTODY

John E. Powers, III  
 Acting Clerk Magistrate  
 SUFFOLK SUPERIOR CIVIL COURT  
 DEPARTMENT OF THE TRIAL COURT

BY:

*Margaret G. Gable*  
 Asst. Clerk

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.:

23-2678 F

MARK MCDEVITT, PETER BUKURAS, )  
 MARTIN J. QUIRK, JR., )  
 WILLIAM DOHERTY, and )  
 FRED CUCINATTA, as Trustees of )  
 Quincy West Condominium Trust, )  
 WILLIAM DOHERTY, Individually, and )  
 RICHARD J. BUCCHERI, as Trustee of )  
 29 Sunset Point Realty Trust, )  
 Plaintiffs, )

v. )

HP, INC., and )  
 HEWLETT-PACKARD DEVELOPMENT )  
 COMPANY, L.P. D/B/A HP )  
 DEVELOPMENT COMPANY, L.P., )  
 Defendants. )

kg

COMPLAINT AND JURY DEMANDPARTIES

1. Plaintiffs, Mark McDevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, and Fred Cucinatta, are trustees of the Quincy West Condominium Trust, an organization of unit owners formed under a Declaration of Trust recorded in the Norfolk Registry of Deeds at Book No. 6766, Page 606, with a Master Deed recorded in the Norfolk Registry of Deeds at Book No. 6766, Page No. 585.

2. Plaintiff, William Doherty, is an individual residing at 64 Willard Street, Unit 309, Quincy, MA 02169.

3. Plaintiff, Richard J. Buccheri, is the trustee of 29 Sunset Point Realty Trust, a realty trust formed under a declaration of trust dated December 1, 2011, and resides at 60 Harrison Street, Duxbury, MA 02332.

4. Defendant, HP Inc., is a corporation organized under the laws of Delaware, with a principal place of business at 1501 Page Mill Road, Palo Alto, CA 94304, and a registered agent of CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110.

5. Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., is a limited partnership organized under the laws of Texas, with a principal place of business at 10300 Energy Drive, Spring, TX 77389, and a registered agent of CT Corporation System, 1999 Bryan Street, Ste. 900, Dallas, TX 75201.

### **FACTUAL ALLEGATIONS**

6. At all relevant times and all times hereinafter mentioned, the Quincy West Condominium (the “Condominium”), located at 64 Willard Street, Quincy, Massachusetts (the “Property”), consisted of a building, common areas and related facilities.

7. At all relevant times and all times hereinafter mentioned, the Defendants, HP Inc. and Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P. (collectively, “Defendants”), were in the business of designing, marketing, manufacturing, packaging, selling, and distributing laptop computers throughout the United States, including to consumers located in the Commonwealth of Massachusetts.

8. At all relevant times and all times hereinafter mentioned, the Defendants solicited business, engaged in persistent conduct, and derived revenue from goods sold and used in the Commonwealth of Massachusetts.

9. On May 26, 2023, the Plaintiff, William Doherty, owned Unit 309 (“Unit 309”) at the Condominium.

10. On May 26, 2023, the 29 Sunset Point Realty Trust owned Unit 409 (“Unit 409”) at the Condominium.



11. On May 26, 2023, Francis R. Bellanti leased Unit 409 from 29 Sunset Point Realty Trust and resided in the unit.

12. On May 26, 2023, a HP Laptop, Model Number 14-dk1022wm, serial number 5CG052BRKR (the “Product”) was located inside of Unit 409.

13. The Defendants marketed, designed, manufactured and/or distributed the Product.

14. At all relevant times and all times hereinafter mentioned, the Defendants represented and warranted that the Product was safe, fit for its intended uses and free of any defects.

15. Francis R. Bellanti used the Product for its intended purpose.

16. Francis R. Bellanti maintained the Product in a safe and proper manner, without any alteration or modification, and in accordance with the Product’s instructions.

17. On May 26, 2023, while the Product was inside of Unit 409, the Product malfunctioned, caught fire and caused a fire (the “Fire”) inside of Unit 409.

18. The Fire spread and caused extensive damage to property located at the Condominium and inside of Unit 309 and Unit 409 as well as loss of use of the property (the “Loss”).

19. The Product malfunctioned because of defects in the design and manufacture.

20. Defects in the design and manufacture of the Product made it unsafe for its intended use.

21. Defects in the design and manufacture of the Product established a strong likelihood of damage to property of users and others.

22. The Defendants’ negligence and breach of the implied warranty of merchantability were a direct and proximate cause of the malfunction of the Product and the Fire, which caused

damage to property located at the Condominium and inside of Unit 309 and Unit 409 as well as loss of use of property.

23. The Plaintiff, 29 Sunset Point Realty Trust, also sustained expenses associated with tenant relocation.

24. As a result of the Fire, Loss and Defendants' negligence and breach of implied warranty of merchantability, the Plaintiffs' property sustained damage and the Plaintiffs sustained damage, including, but not limited to damage to property and loss of use of property, all to the financial loss and detriment of Norfolk & Dedham Mutual Fire Insurance Company.

**COUNT I**  
**(Negligence v. HP, Inc.)**

25. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 24 above, as if expressly re-written and set forth herein.

26. The Fire, Loss and resulting damage to property located at the Condominium and inside of Unit 309 and Unit 409 were proximately caused by the negligence and breaches of duties owed by the Defendant, HP Inc., including, but not limited to, the following:

- a. Placing in the channels of trade a product that the Defendant, HP Inc., knew or, with reasonable care, should have known, was unreasonably dangerous and unsafe;
- b. Distributing a product that posed a risk of fire during normal use;
- c. Marketing an inherently unsafe and/or dangerous product;
- d. Misrepresenting that the Product was safe when the Defendant, HP Inc., knew or should have known that the Product was dangerous and unsafe;



- e. Failing to comply with applicable federal, state, and/or local regulations, statutes, and/or ordinances, regarding the design and manufacture of the Product;
- f. Failing to make appropriate recommendations concerning the use and maintenance of the Product;
- g. Failing to warn users, including Francis R. Bellanti, that the Product was susceptible to malfunction and fire;
- h. Failing to warn users, including Francis R. Bellanti, that the Product could cause or contribute to property damage as a result of malfunction and fire;
- i. Failing to warn users of the existence of a dangerous condition associated with the Product; and
- j. Otherwise failing to exercise reasonable care under the circumstances which then and there existed.

27. Plaintiffs have been damaged by the acts or omissions of the Defendants.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, HP Inc., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, HP Inc., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT II**  
**(Breach of Implied Warranty of Merchantability v. HP Inc.)**

28. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 27 above, as if expressly re-written and set forth herein.

29. The Defendant, HP Inc., packaged, labeled, sold, supplied, designed, manufactured, and/or distributed the Product.

30. The Defendant, HP Inc., as the distributor and/or manufacturer of the Product, impliedly warranted that the Product was of merchantable quality, safe, reasonably fit for its intended uses, and free of any defects.

31. The Defendant, HP Inc., was a merchant with respect to goods of the kind involved in the Loss.

32. The Defendant, HP Inc., also knew or had reason to know that Francis R. Bellanti and those utilizing the Product relied on the implied warranty of merchantability made by the Defendant, HP Inc.

33. Francis R. Bellanti used the Product for its intended purpose and maintained the Product in a safe and proper manner without any alteration or modification, and in accordance with the Product's instructions.

34. The Defendant, HP Inc., breached the implied warranty of merchantability because the Product was not of merchantable quality, unsafe, not reasonably fit for its intended purposes and not free of any defects.

35. The Fire, Loss and resulting damage to property at the Condominium and inside of Unit 309 and Unit 409 occurred as a direct and proximate result of the breach of said implied warranty of merchantability by the Defendant, HP Inc.

36. Due notice has been given to the Defendant, HP Inc., of its breach of said implied warranty of merchantability.

37. Plaintiffs have been damaged by the above-described acts and omissions.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, HP Inc., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, HP Inc., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT III**

**(Negligence v. Hewlett-Packard Development Company, L.P.  
d/b/a HP Development Company, L.P.)**

38. The Plaintiffs repeats, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 37 above, as if expressly re-written and set forth herein.

39. The Fire, Loss and resulting damage to property located at the Condominium and inside of Unit 309 and Unit 409 were proximately caused by the negligence and breaches of duties owed by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., including, but not limited to, the following:

- a. Placing in the channels of trade a product that the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., knew or, with reasonable care, should have known, was unreasonably dangerous and unsafe;
- b. Distributing a product that posed a risk of fire during normal use;
- c. Marketing an inherently unsafe and/or dangerous product;
- d. Misrepresenting that the Product was safe when the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., knew or should have known that the product was dangerous and unsafe;

- e. Failing to comply with applicable federal, state, and/or local regulations, statutes, and/or ordinances, regarding the design and manufacture of the Product;
- f. Failing to make appropriate recommendations concerning the use and maintenance of the Product;
- g. Failing to warn users, including Francis R. Bellanti, that the Product was susceptible to malfunction and fire;
- h. Failing to warn users, including Francis R. Bellanti, that the Product could cause or contribute to property damage as a result of malfunction and fire;
- i. Failing to warn users of the existence of a dangerous condition associated with the Product; and
- j. Otherwise failing to exercise reasonable care under the circumstances which then and there existed.

40. Plaintiffs have been damaged as a result of the acts or omissions of the Defendants.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT IV**  
**(Breach of Implied Warranty of Merchantability v.**  
**Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.)**

41. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 40 above, as if expressly re-written and set forth herein.

42. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., packaged, labeled, sold, supplied, designed, manufactured, and/or distributed the Product.

43. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., as the distributor and/or manufacturer of the Product, impliedly warranted that the Product was of merchantable quality, safe, reasonably fit for its intended uses, and free of any defects.

44. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., was a merchant with respect to goods of the kind involved in the Loss.

45. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., also knew or had reason to know that Francis R. Bellanti and those utilizing the Product relied on the implied warranty of merchantability made by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.

46. Francis R. Bellanti used the Product for its intended purpose and maintained the Product in a safe and proper manner without any alteration or modification, and in accordance with the Product's instructions.

47. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., breached the implied warranty of merchantability because the

Product was not of merchantable quality, unsafe, not reasonably fit for its intended purposes and not free of any defects.

48. The Fire, Loss and resulting damage to the property located at the Condominium and inside of Unit 309 and Unit 409 occurred as a direct and proximate result of the breach of said implied warranty of merchantability by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.

49. Due notice has been given to the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., of its breach of said implied warranty of merchantability.

50. Plaintiffs are entitled to recover damages on account of Defendants' acts or omissions.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

#### **DEMAND FOR RELIEF**

WHEREFORE, the Plaintiffs request that the Court:

1. Enter a judgement against the Defendants declaring that the Defendants are legally and financially responsible for the damages that the Plaintiff and its insured sustained or incurred;

Date Filed 11/22/2023 2:41 PM  
Superior Court - Suffolk  
Docket Number

2. Award the Plaintiffs compensatory damages against the Defendants in an amount equal to the damages they have incurred or suffered;
  3. Award the Plaintiffs costs of suit, including attorneys' and expert witness fees;
  4. Award the Plaintiffs interest, including, but not limited to, pre-judgement interest;
- and
5. Fashion such other relief as the Court deems just and proper.

**JURY DEMAND**

The Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,  
Plaintiffs,  
By their Attorneys,

/s/ Anthony J. Antonellis

I HEREBY ATTEST AND CERTIFY ON  
Feb. 15, 2024, THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY

John E. Powers, III  
Acting Clerk Magistrate  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT

BY:

*Margaret A. Buckley*  
Asst. Clerk

Anthony J. Antonellis, Esq., BBO# 557964  
John A. Donovan, III, Esq., BBO# 631110  
Matthew D. Rush, Esq., BBO# 669990  
Sloane and Walsh LLP  
One Boston Place, Ste. 1600  
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[aantonellis@sloanewalsh.com](mailto:aantonellis@sloanewalsh.com)  
[jdonovan@sloanewalsh.com](mailto:jdonovan@sloanewalsh.com)  
[mrush@sloanewalsh.com](mailto:mrush@sloanewalsh.com)

Date: November 22, 2023



Date Filed 11/22/2023 2:41 PM  
Superior Court - Suffolk  
Docket Number

<b>CIVIL ACTION COVER SHEET</b>		<b>DOCKET NUMBER</b> <div style="font-size: 1.5em; font-family: cursive;">23-QG78F</div>	<b>Trial Court of Massachusetts The Superior Court</b>	<div style="font-size: 2em; font-weight: bold;">2</div>
		<b>COUNTY</b> Suffolk Superior Court (Boston)		
<b>Plaintiff</b> Mark McDevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, and Fred Cucinatta, as Trustees of Quincy West Condominium Trust <b>ADDRESS:</b> 64 Willard Street, Quincy, MA 02169	<b>Defendant:</b> HP Inc. <b>ADDRESS:</b> 1501 Page Mill Road, Palo Alto, CA 94304			
<b>Plaintiff:</b> William Doherty <b>ADDRESS:</b> 64 Willard Street, Unit 309, Quincy, MA 02169	<b>Defendant:</b> Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P. <b>ADDRESS:</b> 10300 Energy Drive, Spring, TX 77389			
<b>Plaintiff:</b> Richard J. Buccheri, as Trustee of 29 Sunset Point Realty Trust <b>ADDRESS:</b> 60 Harrison Street, Duxbury, MA 02332	<b>Defendant Attorney:</b> <b>ADDRESS:</b> kg			
<b>Plaintiff Attorney:</b> Anthony J. Antonellis, Esq. <b>ADDRESS:</b> Sloane and Walsh LLP One Boston Place, 201 Washington Street, Suite 1600, Boston, MA 02108 <b>BBO:</b> 557964	<b>Defendant Attorney:</b> <b>ADDRESS:</b> <b>BBO:</b>			
<b>Plaintiff Attorney:</b> John A. Donovan, III, Esq. <b>ADDRESS:</b> Sloane and Walsh, LLP One Boston Place, 201 Washington Street, Suite 1600, Boston, MA 02108 <b>BBO:</b> 631110	<b>Defendant Attorney:</b> <b>ADDRESS:</b> <b>BBO:</b>			
<b>Plaintiff Attorney:</b> Matthew D. Rush, Esq. <b>ADDRESS:</b> Sloane and Walsh, LLP One Boston Place, 201 Washington Street, Suite 1600, Boston, MA 02108 <b>BBO:</b> 669990	<b>Defendant Attorney:</b> <b>ADDRESS:</b> <b>BBO:</b>			

TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)

<b>CODE NO.</b>	<b>TYPE OF ACTION (specify)</b>	<b>TRACK</b>	<b>HAS A JURY CLAIM BEEN MADE?</b>
B05	Products Liability	A	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**\*If "Other" please describe:** \_\_\_\_\_

<b>Is there a claim under G.L. c. 93A?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>Is there a class action under Mass. R. Civ. P. 23?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiffs counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)

TORT CLAIMS

**A. Documented medical expenses to date**

1. Total hospital expenses	
2. Total doctor expenses	
3. Total chiropractic expenses	
4. Total physical therapy expenses	
5. Total other expenses (describe below)	

Subtotal (1-5): \$0.00

**B. Documented lost wages and compensation to date**

\$10,000,000.00

**C. Documented property damages to date**

\$10,000,000.00

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Superior Court - Suffolk  
Docket Number

## CIVIL ACTION COVER SHEET INSTRUCTIONS — SELECT A CATEGORY THAT BEST DESCRIBES YOUR CASE\*

### AC Actions Involving the State/Municipality†

- AA1 Contract Action Involving Commonwealth, Municipality, MBTA, etc. (A)  
AB1 Tortious Action Involving Commonwealth, Municipality, MBTA, etc. (A)  
AC1 Real Property Action Involving Commonwealth, Municipality, MBTA etc. (A)  
AD1 Equity Action Involving Commonwealth, Municipality, MBTA, etc. (A)  
AE1 Administrative Action Involving Commonwealth, Municipality, MBTA, etc. (A)

### CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)  
A02 Goods Sold and Delivered (F)  
A03 Commercial Paper (F)  
A04 Employment Contract (F)  
A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)  
A06 Insurance Contract (F)  
A08 Sale or Lease of Real Estate (F)  
A12 Construction Dispute (A)  
A14 Interpleader (F)  
BA1 Governance, Conduct, Internal Affairs of Entities (A)  
BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)  
BB1 Shareholder Derivative (A)  
BB2 Securities Transactions (A)  
BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)  
BD1 Intellectual Property (A)  
BD2 Proprietary Information or Trade Secrets (A)  
BG1 Financial Institutions/Funds (A)  
BH1 Violation of Antitrust or Trade Regulation Laws (A)  
A99 Other Contract/Business Action - Specify (F)

\* See Superior Court Standing Order 1-88 for an explanation of the tracking deadlines for each track designation: F, A, and X. On this page, the track designation for each case type is noted in parentheses.

†\* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

‡ Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

### ER Equitable Remedies

- D01 Specific Performance of a Contract (A)  
D02 Reach and Apply (F)  
D03 Injunction (F)  
D04 Reform/ Cancel Instrument (F)  
D05 Equitable Replevin (F)  
D06 Contribution or Indemnification (F)  
D07 Imposition of a Trust (A)  
D08 Minority Shareholder's Suit (A)  
D09 Interference in Contractual Relationship (F)  
D10 Accounting (A)  
D11 Enforcement of Restrictive Covenant (F)  
D12 Dissolution of a Partnership (F)  
D13 Declaratory Judgment, G.L. c. 231A (A)  
D14 Dissolution of a Corporation (F)  
D99 Other Equity Action (F)

### PA Civil Actions Involving Incarcerated Party ‡

- PA1 Contract Action involving an Incarcerated Party (A)  
PB1 Tortious Action involving an Incarcerated Party (A)  
PC1 Real Property Action involving an Incarcerated Party (F)  
PD1 Equity Action involving an Incarcerated Party (F)  
PE1 Administrative Action involving an Incarcerated Party (F)

### TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)  
B04 Other Negligence - Personal Injury/Property Damage (F)  
B05 Products Liability (A)  
B06 Malpractice - Medical (A)  
B07 Malpractice - Other (A)  
B08 Wrongful Death - Non-medical (A)  
B15 Defamation (A)  
B19 Asbestos (A)  
B20 Personal Injury - Slip & Fall (F)  
B21 Environmental (F)  
B22 Employment Discrimination (F)  
BE1 Fraud, Business Torts, etc. (A)  
B99 Other Tortious Action (F)

### RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)  
S02 Summary Process - Commercial/ Non-residential (F)

### RP Real Property

- C01 Land Taking (F)  
C02 Zoning Appeal, G.L. c. 40A (F)  
C03 Dispute Concerning Title (F)  
C04 Foreclosure of a Mortgage (X)  
C05 Condominium Lien & Charges (X)  
C99 Other Real Property Action (F)

### MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)  
E97 Prisoner Habeas Corpus (X)  
E22 Lottery Assignment, G.L. c. 10, § 28 (X)

### AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)  
E21 Protection from Harassment, G.L. c. 258E(X)

### AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)  
E03 Certiorari Action, G.L. c. 249, § 4 (X)  
E05 Confirmation of Arbitration Awards (X)  
E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)  
E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)  
E08 Appointment of a Receiver (X)  
E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)  
E10 Summary Process Appeal (X)  
E11 Worker's Compensation (X)  
E16 Auto Surcharge Appeal (X)  
E17 Civil Rights Act, G.L. c. 12, § 11H (A)  
E24 Appeal from District Court Commitment, G.L. c. 123, § 9(b) (X)  
E94 Forfeiture, G.L. c. 265, § 56 (X)  
E95 Forfeiture, G.L. c. 94C, § 47 (F)  
E99 Other Administrative Action (X)  
Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)  
Z02 Appeal Bond Denial (X)

### SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)  
E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

### RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)  
E27 Minor Seeking Consent, G.L. c. 112, § 12S(X)

## TRANSFER YOUR SELECTION TO THE FACE SHEET

### EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

## STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

**DUTY OF THE PLAINTIFF** — On the face of the Civil Action Cover Sheet (or on attached additional sheets, if necessary), the plaintiff shall state the facts on which the plaintiff relies to determine money damages. A copy of the completed Civil Action Cover Sheet, including the statement concerning damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

**DUTY OF THE DEFENDANT** — If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with the defendant's answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.  
IF THIS COVER SHEET IS NOT FILLED OUT THOROUGHLY AND  
ACCURATELY, THE CASE MAY BE DISMISSED.**

Reasonably anticipated future medical and hospital expenses

E. Reasonably anticipated lost wages

F. Other documented items of damages (describe below)

TOTAL (A-F): 10,000,000

G. Briefly describe plaintiff's injury, including the nature and extent of the injury:

Plaintiffs sustained property damage and loss of use of property as a result of the Defendants' negligence and breach of implied warranty of merchantability.

**CONTRACT CLAIMS**

☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.		
Total		

Signature of Attorney/Self-Represented Plaintiff: X /s/ Anthony J. Antonellis

Date: November 22, 2023

**RELATED ACTIONS:** Please provide the case number, case name, and county of any related actions pending in the Superior Court.

**CERTIFICATION UNDER S.J.C. RULE 1:18(5)**

I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney: X /s/ Anthony J. Antonellis

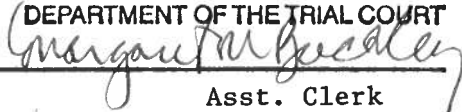
Date: November 22, 2023

I HEREBY ATTEST AND CERTIFY ON

Feb. 15, 2024, THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY

John E. Powers, III  
Acting Clerk Magistrate  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT

By:



Asst. Clerk

COMMONWEALTH OF MASSACHUSETTS

3

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.: 2384CV02678

MARK MCDEVITT, PETER BUKURAS, )  
MARTIN J. QUIRK, JR., )  
WILLIAM DOHERTY, and )  
FRED CUCINATTA, as Trustees of )  
Quincy West Condominium Trust, )  
WILLIAM DOHERTY, Individually, and )  
RICHARD J. BUCCHERI, as Trustee of )  
29 Sunset Point Realty Trust, )  
Plaintiffs, )

v. )

HP, INC., and )  
HEWLETT-PACKARD DEVELOPMENT )  
COMPANY, L.P. D/B/A HP )  
DEVELOPMENT COMPANY, L.P., )  
Defendants. )

**FIRST AMENDED COMPLAINT AND JURY DEMAND**

**PARTIES**

1. Plaintiffs, Mark McDevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty, and Fred Cucinatta, are trustees of the Quincy West Condominium Trust, an organization of unit owners formed under a Declaration of Trust recorded in the Norfolk Registry of Deeds at Book No. 6766, Page 606, with a Master Deed recorded in the Norfolk Registry of Deeds at Book No. 6766, Page No. 585.

2. Plaintiff, William Doherty, is an individual residing at 64 Willard Street, Unit 309, Quincy, MA 02169.

3. Plaintiff, Richard J. Buccheri, is the trustee of 29 Sunset Point Realty Trust, a realty trust formed under a declaration of trust dated December 1, 2011, and resides at 60 Harrison Street, Duxbury, MA 02332.

4. Defendant, HP Inc., is a corporation organized under the laws of Delaware, with a principal place of business at 1501 Page Mill Road, Palo Alto, CA 94304, and a registered agent of CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110.

5. Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., is a limited partnership organized under the laws of Texas, with a principal place of business at 10300 Energy Drive, Spring, TX 77389, and a registered agent of CT Corporation System, 1999 Bryan Street, Ste. 900, Dallas, TX 75201.

### **FACTUAL ALLEGATIONS**

6. At all relevant times and all times hereinafter mentioned, the Quincy West Condominium (the "Condominium"), located at 64 Willard Street, Quincy, Massachusetts (the "Property"), consisted of a building, common areas and related facilities.

7. At all relevant times and all times hereinafter mentioned, the Defendants, HP Inc. and Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P. (collectively, "Defendants"), were in the business of designing, marketing, manufacturing, packaging, selling, and distributing laptop computers throughout the United States, including to consumers located in the Commonwealth of Massachusetts.

8. At all relevant times and all times hereinafter mentioned, the Defendants solicited business, engaged in persistent conduct, and derived revenue from goods sold and used in the Commonwealth of Massachusetts.

9. On May 26, 2023, the Plaintiff, William Doherty, owned Unit 309 ("Unit 309") at the Condominium.

10. On May 26, 2023, the 29 Sunset Point Realty Trust owned Unit 409 ("Unit 409") at the Condominium.



11. On May 26, 2023, Francis R. Bellanti leased Unit 409 from 29 Sunset Point Realty Trust and resided in the unit.

12. On May 26, 2023, a HP Laptop (the "Product") was located inside of Unit 409.

13. The Defendants marketed, designed, manufactured and/or distributed the Product.

14. At all relevant times and all times hereinafter mentioned, the Defendants represented and warranted that the Product was safe, fit for its intended uses and free of any defects.

15. Francis R. Bellanti used the Product for its intended purpose.

16. Francis R. Bellanti maintained the Product in a safe and proper manner, without any alteration or modification, and in accordance with the Product's instructions.

17. On May 26, 2023, while the Product was inside of Unit 409, the Product malfunctioned, caught fire and caused a fire (the "Fire") inside of Unit 409.

18. The Fire spread and caused extensive damage to property located at the Condominium and inside of Unit 309 and Unit 409 as well as loss of use of the property (the "Loss").

19. The Product malfunctioned because of defects in the design and manufacture.

20. Defects in the design and manufacture of the Product made it unsafe for its intended use.

21. Defects in the design and manufacture of the Product established a strong likelihood of damage to property of users and others.

22. The Defendants' negligence and breach of the implied warranty of merchantability were a direct and proximate cause of the malfunction of the Product and the Fire, which caused

damage to property located at the Condominium and inside of Unit 309 and Unit 409 as well as loss of use of property.

23. The Plaintiff, 29 Sunset Point Realty Trust, also sustained expenses associated with tenant relocation.

24. As a result of the Fire, Loss and Defendants' negligence and breach of implied warranty of merchantability, the Plaintiffs' property sustained damage and the Plaintiffs sustained damage, including, but not limited to damage to property and loss of use of property, all to the financial loss and detriment of Norfolk & Dedham Mutual Fire Insurance Company.

**COUNT I**  
**(Negligence v. HP, Inc.)**

25. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 24 above, as if expressly re-written and set forth herein.

26. The Fire, Loss and resulting damage to property located at the Condominium and inside of Unit 309 and Unit 409 were proximately caused by the negligence and breaches of duties owed by the Defendant, HP Inc., including, but not limited to, the following:

- a. Placing in the channels of trade a product that the Defendant, HP Inc., knew or, with reasonable care, should have known, was unreasonably dangerous and unsafe;
- b. Distributing a product that posed a risk of fire during normal use;
- c. Marketing an inherently unsafe and/or dangerous product;
- d. Misrepresenting that the Product was safe when the Defendant, HP Inc., knew or should have known that the Product was dangerous and unsafe;



- e. Failing to comply with applicable federal, state, and/or local regulations, statutes, and/or ordinances, regarding the design and manufacture of the Product;
- f. Failing to make appropriate recommendations concerning the use and maintenance of the Product;
- g. Failing to warn users, including Francis R. Bellanti, that the Product was susceptible to malfunction and fire;
- h. Failing to warn users, including Francis R. Bellanti, that the Product could cause or contribute to property damage as a result of malfunction and fire;
- i. Failing to warn users of the existence of a dangerous condition associated with the Product; and
- j. Otherwise failing to exercise reasonable care under the circumstances which then and there existed.

27. Plaintiffs have been damaged by the acts or omissions of the Defendants.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, HP Inc., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, HP Inc., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT II**  
**(Breach of Implied Warranty of Merchantability v. HP Inc.)**

28. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 27 above, as if expressly re-written and set forth herein.

29. The Defendant, HP Inc., packaged, labeled, sold, supplied, designed, manufactured, and/or distributed the Product.

30. The Defendant, HP Inc., as the distributor and/or manufacturer of the Product, impliedly warranted that the Product was of merchantable quality, safe, reasonably fit for its intended uses, and free of any defects.

31. The Defendant, HP Inc., was a merchant with respect to goods of the kind involved in the Loss.

32. The Defendant, HP Inc., also knew or had reason to know that Francis R. Bellanti and those utilizing the Product relied on the implied warranty of merchantability made by the Defendant, HP Inc.

33. Francis R. Bellanti used the Product for its intended purpose and maintained the Product in a safe and proper manner without any alteration or modification, and in accordance with the Product's instructions.

34. The Defendant, HP Inc., breached the implied warranty of merchantability because the Product was not of merchantable quality, unsafe, not reasonably fit for its intended purposes and not free of any defects.

35. The Fire, Loss and resulting damage to property at the Condominium and inside of Unit 309 and Unit 409 occurred as a direct and proximate result of the breach of said implied warranty of merchantability by the Defendant, HP Inc.

36. Due notice has been given to the Defendant, HP Inc., of its breach of said implied warranty of merchantability.

37. Plaintiffs have been damaged by the above-described acts and omissions.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, HP Inc., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, HP Inc., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT III**  
**(Negligence v. Hewlett-Packard Development Company, L.P.  
d/b/a HP Development Company, L.P.)**

38. The Plaintiffs repeats, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 37 above, as if expressly re-written and set forth herein.

39. The Fire, Loss and resulting damage to property located at the Condominium and inside of Unit 309 and Unit 409 were proximately caused by the negligence and breaches of duties owed by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., including, but not limited to, the following:

- a. Placing in the channels of trade a product that the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., knew or, with reasonable care, should have known, was unreasonably dangerous and unsafe;
- b. Distributing a product that posed a risk of fire during normal use;
- c. Marketing an inherently unsafe and/or dangerous product;
- d. Misrepresenting that the Product was safe when the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., knew or should have known that the product was dangerous and unsafe;

- e. Failing to comply with applicable federal, state, and/or local regulations, statutes, and/or ordinances, regarding the design and manufacture of the Product;
- f. Failing to make appropriate recommendations concerning the use and maintenance of the Product;
- g. Failing to warn users, including Francis R. Bellanti, that the Product was susceptible to malfunction and fire;
- h. Failing to warn users, including Francis R. Bellanti, that the Product could cause or contribute to property damage as a result of malfunction and fire;
- i. Failing to warn users of the existence of a dangerous condition associated with the Product; and
- j. Otherwise failing to exercise reasonable care under the circumstances which then and there existed.

40. Plaintiffs have been damaged as a result of the acts or omissions of the Defendants.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

**COUNT IV**

**(Breach of Implied Warranty of Merchantability v.  
Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.)**

41. The Plaintiffs repeat, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 40 above, as if expressly re-written and set forth herein.

42. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., packaged, labeled, sold, supplied, designed, manufactured, and/or distributed the Product.

43. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., as the distributor and/or manufacturer of the Product, impliedly warranted that the Product was of merchantable quality, safe, reasonably fit for its intended uses, and free of any defects.

44. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., was a merchant with respect to goods of the kind involved in the Loss.

45. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., also knew or had reason to know that Francis R. Bellanti and those utilizing the Product relied on the implied warranty of merchantability made by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.

46. Francis R. Bellanti used the Product for its intended purpose and maintained the Product in a safe and proper manner without any alteration or modification, and in accordance with the Product's instructions.

47. The Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., breached the implied warranty of merchantability because the

Product was not of merchantable quality, unsafe, not reasonably fit for its intended purposes and not free of any defects.

48. The Fire, Loss and resulting damage to the property located at the Condominium and inside of Unit 309 and Unit 409 occurred as a direct and proximate result of the breach of said implied warranty of merchantability by the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P.

49. Due notice has been given to the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., of its breach of said implied warranty of merchantability.

50. Plaintiffs are entitled to recover damages on account of Defendants' acts or omissions.

WHEREFORE, the Plaintiffs respectfully demand that judgment enter on their behalf and against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in the maximum amount allowed by law, plus interest, costs and attorneys' fees, and all other amounts which are recoverable by law. Furthermore, the Plaintiffs demand judgment against the Defendant, Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., in an amount that will adequately compensate the Plaintiffs for their injuries, damages and/or losses, together with interest and costs.

#### **DEMAND FOR RELIEF**

WHEREFORE, the Plaintiffs request that the Court:

1. Enter a judgement against the Defendants declaring that the Defendants are legally and financially responsible for the damages that the Plaintiff and its insured sustained or incurred;

2. Award the Plaintiffs compensatory damages against the Defendants in an amount equal to the damages they have incurred or suffered;
  3. Award the Plaintiffs costs of suit, including attorneys' and expert witness fees;
  4. Award the Plaintiffs interest, including, but not limited to, pre-judgement interest;
- and
5. Fashion such other relief as the Court deems just and proper.

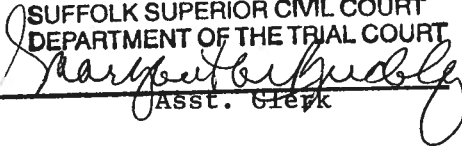
**JURY DEMAND**

The Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,  
Plaintiffs,  
By their Attorneys,

/s/ Anthony J. Antonellis

I HEREBY ATTEST AND CERTIFY ON  
Feb. 15, 2024 THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY

John E. Powers, III  
Acting Clerk Magistrate  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT  
BY:  ASST. CLERK

Anthony J. Antonellis, Esq., BBO# 557964  
John A. Donovan, III, Esq., BBO# 631110  
Matthew D. Rush, Esq., BBO# 669990  
Sloane and Walsh LLP  
One Boston Place, Ste. 1600  
201 Washington St.  
Boston, MA 02018  
[aantonellis@sloanewalsh.com](mailto:aantonellis@sloanewalsh.com)  
[jdonovan@sloanewalsh.com](mailto:jdonovan@sloanewalsh.com)  
[mrush@sloanewalsh.com](mailto:mrush@sloanewalsh.com)

Date: December 15, 2023



AS

<p align="center"><b>Summons</b></p>	<p align="center">CIVIL DOCKET NO. <b>2384CV02678</b></p>	<p align="center"><b>Trial Court of Massachusetts The Superior Court</b></p>
<p>CASE NAME:</p> <p><b>Mark McDevitt, et al.</b> <span style="float: right;">Plaintiff(s)</span></p> <p align="center">vs.</p> <p><b>HP, Inc., and Hewlett-Packard Development Co., L.P. d/b/a HP Development Co., L.P.</b> <span style="float: right;">Defendant(s)</span></p>		<p><b>John E. Powers, III,</b> <span style="float: right;">Acting Clerk of Courts</span></p> <p><b>Suffolk Superior Civil,</b> <span style="float: right;">County</span></p> <hr/> <p>COURT NAME &amp; ADDRESS: <b>Three Pemberton Square Boston, MA. 02108</b></p>

THIS SUMMONS IS DIRECTED TO HP, Inc. (Defendant's name)

**You are being sued.** The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's <sup>First Amended</sup> Complaint filed against you is attached to this Summons and the original Complaint has been filed in the **Suffolk Superior Court**

**YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS.**

**1. You must respond to this lawsuit in writing within 20 days.**

If you do not respond, the Court may decide the case against you and award the Plaintiff everything asked for in the Complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. **If you need more time to respond, you may request an extension of time in writing from the Court.**

**2. How to Respond.**

To respond to this lawsuit, you must file a written response with the Court and mail a copy to the Plaintiff's attorney (or the Plaintiff, if unrepresented). You can do this by:

a) Filing your **signed original** response with the Clerk's Office for Civil Business, **Suffolk Superior Court**  
**Three Pemberton Sq.** (address), by mail, in person, or electronically through  
**Boston, MA 02108**  
the web portal [www.eFileMA.com](http://www.eFileMA.com) if the Complaint was e-filed through that portal, **AND**

b) Delivering or mailing a **copy** of your response to the Plaintiff's attorney/Plaintiff at the following address:

**Matthew D. Rush, Esq., Sloane and Walsh LLP**  
**201 Washington St., Suite 1600, Boston, MA 02108**

**3. What to Include in Your Response.**

An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in Court. If you have any claims against the Plaintiff (referred to as "counterclaims") that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your Court no more than 10 days after sending your Answer.

Superior Court - Suffolk  
Docket Number 2384CV02678

3. (cont.) Another way to respond to a Complaint is by filing a "Motion to Dismiss," if you believe that the Complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under **Rule 12 of the Massachusetts Rules of Civil Procedure**. If you are filing a Motion to Dismiss, you must follow the filing rules for "Civil Motions in Superior Court," available at:

[www.mass.gov/law-library/massachusetts-superior-court-rules](http://www.mass.gov/law-library/massachusetts-superior-court-rules)

#### 4. Legal Assistance.

You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at [www.mass.gov/courts/selfhelp](http://www.mass.gov/courts/selfhelp).

#### 5. Required Information on All Filings.

The "Civil Docket No." appearing at the top of this notice is the case number assigned to this case and must appear on the front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."

Witness Hon. Heidi E. Brieger, Chief Justice on \_\_\_\_\_, 20\_\_\_\_. (Seal)

Acting Clerk [Signature]

**Note:** The docket number assigned to the original Complaint by the Clerk should be stated on this Summons before it is served on the Defendant(s).

#### PROOF OF SERVICE OF PROCESS



Suffolk County Sheriff's Department • 132 Portland Street, Boston, MA 02114 • (617) 704-6999  
Suffolk, ss.

January 22, 2024

I hereby certify and return that on 1/19/2024 at 8:50 AM I served a true and attested copy of the Summons, 1st Amended Complaint, Cover Sheet and Tracking Order in this action in the following manner: To wit, by delivering in hand to Collette Allen, agent and person in charge at the time of service for HP Inc, at 155 Federal Street Suite 700 CT Corporation System Boston, MA 02110 . Attest/Copies (\$5.00) Basic Service Fee (IH) (\$30.00) Conveyance (\$0.30) Postage and Handling (\$1.00) Travel (\$1.00) Total: \$37.30

Deputy Sheriff Joseph Casey

I HEREBY ATTEST AND CERTIFY ON  
Feb. 15, 2024, THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY

Joseph P. Casey  
Deputy Sheriff

Date:

John E. Powers, III  
Acting Clerk Magistrate  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT

rev. 7/2022

BY: Margaret M. Buckley

Asst. Clerk

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.: 2384cv02678 F

Mark MCDEVITT, PERTER BUKURAS )  
MARTIN J. QUIRK, JR., )  
WILLIAM DOHERTY, and )  
FRED CUCINATTA, as Trustees of )  
Quincy West Condominium Trust, )  
WILLIAM DOHERTY, Individually and )  
RICHARD J. BUCCHEIR, as Trustee of )  
29 Sunset Point Realty Trust, )  
Plaintiffs, )  
v. )  
HP, INC., and, )  
HEWLETT-PACKARD DEVELOPMENT )  
COMPANY, L.P. D/B/A HP )  
DEVELOPMENT COMPANY, L.P., )  
Defendants )

U.S. Dist. # 24-cv-10300

**NOTICE TO STATE COURT OF  
FILING OF NOTICE OF REMOVAL**

To: Chief Clerk  
Suffolk County Courthouse  
3 Pemberton Square  
Boston, MA 02108

Defendant, HP, Inc. ("Defendant") hereby gives notice that this case has been removed to the United States District Court for the District of Massachusetts on the 29th day of January 2024. A copy of Defendant's Notice of Removal is attached hereto as **Exhibit A**. You are advised to take no further action on this matter.

Respectfully submitted,  
Defendants, HP, Inc., and

By its attorneys,

/s/ Kristen L. Ruotolo  
Christopher G. Betke, BBO# 552588  
Kristen L. Ruotolo, BBO# 685704  
Coughlin Betke LLP  
175 Federal Street  
Boston, MA 02110  
(617) 988-8050  
cbetke@coughlinbetke.com  
kruotolo@coughlinbetke.com

**CERTIFICATE OF SERVICE**

I, Kristen L. Ruotolo, Esq., do hereby certify that on this 12th day of February 2024, I served a copy of the within document via email to:

Anthony J. Antonellis, Esq.  
John A. Donovan, Esq.  
Matthew D. Rush, Esq.  
Slone and Walsh, LLP  
One Boston Place, Suite 1600  
Boston, MA 02108  
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[mrush@sloanewalsh.com](mailto:mrush@sloanewalsh.com)

/s/ Kristen L. Ruotolo, Esq.  
Kristen L. Ruotolo, Esq.

I HEREBY ATTEST AND CERTIFY ON  
FEB 15, 2024, THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY

John E. Powers, III  
Acting Clerk Magistrate  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT

BY

Margaret M. Buckley  
Asst. Clerk

# EXHIBIT A

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

Mark MCDEVITT, PERTER BUKURAS )  
MARTIN J. QUIRK, JR., )  
WILLIAM DOHERTY, and )  
FRED CUCINATTA, as Trustees of )  
Quincy West Condominium Trust, )  
WILLIAM DOHERTY, Individually and )  
RICHARD J. BUCCHEIR, as Trustee of )  
29 Sunset Point Realty Trust, )  
Plaintiffs, )

v. )

HP, INC., and, )  
HEWLETT-PACKARD DEVELOPMENT )  
COMPANY, L.P. D/B/A HP )  
DEVELOPMENT COMPANY, L.P., )  
Defendants )

CIVIL ACTION NO.: 1:24-cv-10300

**DEFENDANT, HP INC.'S NOTICE OF REMOVAL**

Now come the defendant, HP Inc. (referred to as "Defendants"), and hereby submits this notice of removal pursuant to 28 USCA § 1441 and 28 USCA § 1446.

1. HP, Inc. is a corporation formed under the laws of the state of Delaware with its primary office located in Palo Alto, California.
2. Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P., is alleged to be a limited partnership organized under the laws of and with its principle place of business located in Texas.<sup>1</sup>
3. Upon information and belief, Plaintiffs, Mark McDevitt, Peter Bukuras, Martin J. Quirk, Jr., William Doherty and Fred Cucinatta, are trustees of the Quincy West Condominium

<sup>1</sup> Hewlett-Packard Development Company, L.P. d/b/a HP Development Company, L.P. is not a proper party to the action. Based on the allegations of plaintiffs' complaint, the only proper party would be HP Inc.



Trust, an organized unit of owners formed pursuant to a Declaration of Trust recorded in the Norfolk Registry of Deeds, Massachusetts.

4. Upon information and belief, Plaintiff, William Doherty, is an individual residing in Massachusetts.
5. Upon information and belief, Buccheri is the trustee of 29 Sunset Point Realty Trust and a resident of Massachusetts.
6. Plaintiffs have brought suit against the Defendants in Massachusetts in the Suffolk County Superior Court.
7. A complete copy of the pleadings filed in that case, captioned Mark McDevitt, et al. vs. HP, Inc. et al., Civil Action No. 2384-CV-2678, is attached hereto as Exhibit A.
8. As is set forth in Exhibit A, the plaintiffs allege damages in the amount of \$10,000,000.. Thus, the amount in controversy exceeds \$75,000.
9. The Complaint and Civil Action Cover Sheet were filed by the Plaintiffs on November 22, 2023. A First Amended Complaint was filed on December 15, 2023
10. The First Amended Complaint was served on HP Inc., on January 19, 2024.
11. The Defendant removes this case on the grounds that there is complete diversity of citizenship among the parties to this litigation and the amount in controversy exceeds \$75,000 exclusive of interest and costs. See 28 U.S.C. § 1332(a)(1

**WHEREFORE**, the Defendant respectfully requests that this action proceed in the United States District Court for the District of Massachusetts, as an action properly removed from state court.

Respectfully submitted,  
Defendant, HP, Inc.,  
By their attorneys,



/s/ Christopher G. Betke

Christopher G. Betke, BBO# 552588

Kristen L. Ruotolo, BBO# 685704

Coughlin Betke LLP

175 Federal Street

Boston, MA 02110

(617) 988-8050

[cbetke@coughlinbetke.com](mailto:cbetke@coughlinbetke.com)

[kruotolo@coughlinbetke.com](mailto:kruotolo@coughlinbetke.com)

Dated: February 6, 2024

**CERTIFICATE OF SERVICE**

I, Christopher G. Betke, Esq., do hereby certify that on this 6<sup>th</sup> day of February 2024, I served a copy of the within document via email to:

Anthony J. Antonellis, Esq.

John A. Donovan, Esq.

Matthew D. Rush, Esq.

Slone and Walsh, LLP

One Boston Place, Suite 1600

Boston, MA 02108

[aantonellis@sloanewalsh.com](mailto:aantonellis@sloanewalsh.com)

[jdonovan@sloanewalsh.com](mailto:jdonovan@sloanewalsh.com)

[mrush@sloanewalsh.com](mailto:mrush@sloanewalsh.com)

/s/ Christopher Betke

Christopher Betke, Esq.

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Mark MCDEVITT v. HP, Inc.
  
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
 

<input type="checkbox"/>	I.	160, 400, 410, 441, 535, 830*, 835*, 850, 880, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
<input type="checkbox"/>	II.	110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820*, 840*, 895, 896, 899.
<input checked="" type="checkbox"/>	III.	120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.
  
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
  
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
 

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
 

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
  
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
 

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------
  
7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
 

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

  - A. If yes, in which division do all of the non-governmental parties reside?
 

Eastern Division	<input checked="" type="checkbox"/>	Central Division	<input type="checkbox"/>	Western Division	<input type="checkbox"/>
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  - B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
 

Eastern Division	<input type="checkbox"/>	Central Division	<input type="checkbox"/>	Western Division	<input type="checkbox"/>
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8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
 

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Christopher G. Betke

ADDRESS Coughlin Betke LLP, 175 Federal Street, Boston, MA, 02110

TELEPHONE NO. (617) 988- 8050

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Mark MCDEVITT, PERTER BUKURAS  
MARTIN J. QUIRK, JR.,

(b) County of Residence of First Listed Plaintiff Norfolk  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Anthony J. Antonellis, John A. Donovan, III, Matthew D.  
Rush, Sloane and Walsh, LLP, One Boston Place, 201

**DEFENDANTS**

HP, INC., and,

HEMPLETT BACKPACK DEVELOPMENT COMPANY, LLC  
County of Residence of First Listed Defendant Santa Clara  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Christopher G. Betke, Kristen L. Ruotolo, Coughlin Betke  
LLP, 175 Federal Street, Boston, MA 02110, (617)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC 1332

Brief description of cause:

Property Damage Claim, Plaintiffs allege laptop caused fire resulting in property damage.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
10,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/06/2024

SIGNATURE OF ATTORNEY OF RECORD

s/ Christopher G. Betke

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE